

State of Vermont

Buildings and General Services
Engineering Division
2 Gov Aiken Ave Drawer 33
Montpelier VT 05633
USA

CONTRACT



Vendor ID 0000156700
Software House International
33 Knightbridge Rd
Piscataway NJ 08854
USA

Contract ID 0000000000000000000017915		Page 1 of 3
Contract Dates 07/21/2010 to 06/30/2015		Origin CPS
Description: CPS - SOFTWARE		Contract Maximum \$9,999,999.00
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #: 508/799-5433

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		SOFTWARE - VARIOUS TYPES	EA	0.00100	0.00	0.00
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SOFTWARE PRODUCTS FROM OVER 2300 PUBLISHERS MAY BE PURCHASED ON THIS CONTRACT. BUYERS CAN ACQUIRE SOFTWARE TRAINING, PRE-SALES ASSISTANCE, DOCUMENTATION, INSTALLATION, CONFIGURATION, AND VOLUME LICENSE AGREEMENT ADMINISTRATION UNDER THE SCOPE OF THIS AGREEMENT.

SHI PRICES WILL RANGE FOR -2.0% OFF CONTRACTOR LIST TO +1.75% OF CONTRACTOR LIST.

SHI WILL SET A MAXIMUM MARKUP OF 1.75% ON SOFTWARE.

SHI WILL SET A MAXIMUM MARKUP ON SERVICES OF 2% AND A TOTAL MAXIMUM PER INVOICE ON SERVICES OF \$2500.00.

PRICING AND SALES SUPPORT CAN BE FOUND AT THE FOLLOWING WEB SITES:

www.shi.com OR

CONTACT BARBARA WEST AT 508-799-5433 BWESTSLED@SHI.com OR

HOWARD CHANG AT 732-868-5840 BWESTSLED@SHI.com

2		SERVICES RELATED TO CONTRACT SOFTWARE	EA	0.00100	0.00	0.00
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PURCHASES, INCLUDING TRAINING
CONSULTATION, AND SOFTWARE MAINTENANCE.

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CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN BASED ON A MULTISTATE REQUEST FOR PROPOSAL , ON WHICH THE COMMONWEALTH OF MASSACHUSETTS WAS THE LEAD STATE AND THE STATES OF VERMONT, MAINE, RHODE ISLAND, NEW YORK, AND NEW JERSEY PARTICIPATED. THE CONTRACT IS WRITTEN IN ACCORDANCE WITH THE RFP NUMBER ITS-42 ISSUED IN DECEMBER OF 2009 BY THE COMMONWEALTH OF MASSACHUSETTS AND THE VENDORS PROPOSAL DATED FEBRUARY 18, 2010.

PRICING: PRICING IS IN ACCORDANCE WITH THE CONTRACTORS COST PROPOSAL AS ESTABLISHED IN THEIR BID AND ATTACHED AS AN ACCOSIATED DOCUMENT. PRICING WILL BE A PERCENTAGE OFF THE CONTRACTORS COST OR A PERCENTAGE ADDED ON TO THE CONTRACTORS COST WHICH WILL VARY FROM PUBLISHER TO PUBLISHER. ALL PRICES WILL BE POSTED ON THE CONTRACTORS PASSWORD PROTECTED WEB SITE AT www.shi.com WHERE USERS CAN CREATE THEIR OWN ACCOUNTS WITH USER NAME AND PASSWORD

PRICING IS ALSO AVAILABLE BY CONTACTING THE CONTRACTORS SALES REPRESENTATIVES: BARBARA WEST AT BWESTSLED@SHI.com OR HOWARD CHANG AT BWESTSLED@SHI.com .

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE MULTISTATE RFP FOR SOFTWARE ISSUED DEC 18, 2009 AND VENDOR'S RESPONSE DATED FEB 18, 2010.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: THIS IS A CPS CONTRACT FOR THE PURCHASE OF SOFTWARE AND SOFTWARE SERVICES. ALL STATE DEPARTMENTS AND AGENCIES MAY USE THIS CONTRACT. THE CONTRACT MAY ALSO BE USED BY K-12 SCHOOLS IN VERMONT, POLITICAL SUB-DIVISIONS (TOWNS AND CITIES), AND THE VERMONT STATE COLLEGES INCLUDING THE UNIVERSITY OF VERMONT.

CONTRACT PERIOD: THE CONTRACT PERIOD IS FOR 5 YEARS. JULY 21, 2010 TO JUNE 30, 2015.

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TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

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TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1) YEAR.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____